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Of Attorneys for Defendants

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON

ALTERNATIVE LEGAL SOLUTIONS,
INC., an Oregon corporation, dba COMPLI,

Plaintiff,

v.

FERMAN MANAGEMENT SERVICES
CORPORATION, a Florida corporation;
MOAIC INTERACTIVE, LLC, a Florida
limited liability company; STEPHEN B.
STRASKE II, individually, and JAMES
GANTHER, individually,

Defendants.

No. CV07-880-ST

AFFIDAVIT OF STEPHEN
STRASKE IN SUPPORT OF
DEFENDANT FERMAN'S
RESPONSE TO PLAINTIFF'S
MOTION FOR PARTIAL
SUMMARY JUDGMENT

STATE OF FLORIDA)
) ss.
County of Hillsborough)

I, Stephen Straske, being first been duly sworn, do hereby depose and say as follows:

1. I am over the age of 18 and I make this affidavit based on personal knowledge of the facts contained herein.

Page 1 - AFFIDAVIT OF STEPHEN STRASKE IN SUPPORT
OF DEFENDANT FERMAN'S RESPONSE TO
PLAINTIFF'S MOTION FOR PARTIAL SUMMARY
JUDGMENT

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2. I am one of the named defendants in the above referenced action and am the current Vice President and Corporate Counsel of Ferman Management Services Corporation ("Ferman").

3. Ferman and plaintiff Compli ("plaintiff") entered into a contract in the summer of 2005 for the use of plaintiff's on line system. At no time prior to Ferman contracting with plaintiff did I review the plaintiff-Ferman agreement. I had not seen the plaintiff-Ferman agreement until being served with the complaint in this matter.

4. In January, 2007, Ferman was considering using Mosaic's system to present its own policies and test assessments to its employees. These policies and test assessments were authored by Ferman alone. As part of Ferman's discussions with Mosaic, Mosaic requested access to the Compli system solely for the purpose of determining whether Mosaic's off the shelf software had the capability of presenting Ferman's policies and assessments on the Mosaic system, along with the employee history.

5. To my knowledge, no one from Ferman intentionally violated the plaintiff-Ferman agreement by allowing James Ganther and the Intelladon Corporation ("Intelladon") access to plaintiff's on line system. The only purpose of Intelladon's access to plaintiff's web site was to determine whether Ferman's content (policies, assessments on those policies, and employee history), could be presented on Intelladon's system.

6. At no time did I or anyone else at Ferman that I am aware, authorize any Ferman,

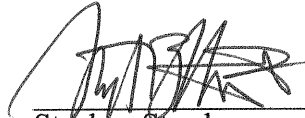
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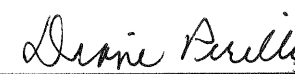
Intelladon, or Mosaic employee to use or copy any content, feature, or function of plaintiff's on line system viewed during Ganther and/or Intelladon's access to plaintiff's on line system.

DATED this 22nd day of December, 2008.



Stephen Straske

SUBSCRIBED AND SWORN to before me this 22^d day of December, 2008.



Notary Public for Florida
My Commission Expires

